

EXHIBIT

A

2010

NON-EXCLUSIVE LEASE OF DEE JAY EQUIPMENT & ENTERTAINMENT FACILITIES

LESSOR: "CLUB"

smoke machines, microphone, music and computer equipment if needed.

NAME:

LACE ENTERTAINMENT INC.

ADDRESS:

195 ROUTE 303 NORTH

WEST NYACK, NY 10994

LESSEE: "DISC JOCKEY"

NAME:

BENJAMIN "BEN" SALZANO

ADDRESS:

747 PROSPEROUS VALLEY RD

MIDDLETOWN, NY 10940

SOCIAL SECURITY / FEDERAL ID NUMBER

110-70-2532

(Please notify our office as to any changes in your personal info.)

THIS LEASE IS DATED: JAN 1, 2010 – DEC 31, 2010

CLUB operates a business where adult entertainment is permissible. DISC JOCKEY is a self-employed professional who desires to lease space in a facility where adult entertainment is permissible. THEREFORE, CLUB and DISC JOCKEY agree:

1. **NON-EXCLUSIVE LEASE** DISC JOCKEY agrees to lease the right to use CLUB's Dee Jay booth, lighting,

2. **TERM OF AGREEMENT** This agreement is for one (1) year, consisting of as many performance dates as DISC JOCKEY is scheduled.

3. **OBLIGATIONS OF DISC JOCKEY**

A. **Rental Fees.** DISC JOCKEY shall pay CLUB THIRTY-EIGHTY (\$30.00/\$80.00) DOLLARS PER PERFORMANCE DATE in which they are scheduled. DISC JOCKEY agrees to pay rental fees at the end of each performance date.

B. **Scheduling.** All scheduling shall be arranged through the CLUB. Each performance date consists of one consecutive eight (8) hour set. ONCE SCHEDULED, neither party has the right to cancel or change a performance date without 48 hours notice to permit the CLUB sufficient time to supply a qualified substitute in DISC JOCKEY's position.

C. **Performances.** DISC JOCKEY is responsible for playing music and all introductions and announcements during each scheduled performance date. DISC JOCKEY agrees to promote the CLUB and each entertainer during her stage appearances.

D. **Music.** DISC JOCKEY may supply their own music or use the selection retained on CLUB equipment. Each song is required to be no more than four (4) minutes in length.

E. **Use of Premises.** DISC JOCKEY shall use CLUB's facilities and equipment in a professional and safe manner.

F. **Illegal Substances & Alcohol.** DISC JOCKEY shall not have in possession, or use illegal substances or alcohol while on CLUB property, and shall not be intoxicated or under the influence of illegal drugs while on CLUB property.

G. **Licenses/Permits.** DISC JOCKEY shall maintain all personal licenses and/or permits required by any governmental

agencies.

H. **Laws.** DISC JOCKEY shall comply with all applicable laws.

I. **Property Damage.** DISC JOCKEY shall be responsible for the actual cost of any damage caused by DISC JOCKEY to any of CLUB'S property upon CLUB'S presentation of proof of loss.

J. **Taxes.** DISC JOCKEY agrees to be exclusively responsible for his/her federal, state and local taxes.

4. OBLIGATIONS OF "CLUB"

A. **Facilities.** CLUB shall provide DISC JOCKEY with the non-exclusive right to lease CLUB'S licensed facilities and equipment for scheduled performance dates.

B. **Scheduling.** CLUB shall handle scheduling for each performance date.

C. **No Control.** CLUB shall not direct or control DISC JOCKEY performances, expression, or music except to maintain compliance with laws. DISC JOCKEY also retains complete freedom to perform at any other businesses.

5. **FEES & TIPS** CLUB agrees that DISC JOCKEY is entitled to keep any and all "tip" (gratuities) given to him/her by entertainers and patrons during their performance date, and any period in which they are considered a "tenant" and not an "employee"

A. **Dee Jay booth, Lights, Equipment.** CLUB shall provide a Dee Jay Booth, lighting & smoke equipment and limited computer equipment for Disc Jockey during their performance date at CLUB.

B. **CLUB Employees.** CLUB shall provide and pay for valet and/or door personnel, waitresses, and safety personnel at its sole and exclusive expense. DISC JOCKEY is never required to tip any worker employed by CLUB.

C. **Copyright fees.** CLUB shall pay all copyright fees due relative to the music used on the premises.

D. **Permits & Licensing.** CLUB shall pay for acquiring and maintaining CLUB property and all CLUB business permits, licensing, and zoning which are prerequisites to permitting adult oriented entertainment to take place on its premises.

E. **Advertising.** CLUB agrees to pay for all advertising in a commercially reasonable manner beneficial to both DISC JOCKEY and CLUB.

6. OTHER TERMS OF THE CONTRACT

A. **Termination/Notice.** This lease/contract may be terminated without cause on 30 days notice. If there is a *material breach of contract*, this lease/contract may be terminated on 24 hours notice.

B. **Contract Damages.** (i) **BREACH BY DISC JOCKEY:** If DISC JOCKEY breaches the lease/contract, CLUB may assess upon DISC JOCKEY liquidated damages in the amount of ONE HUNDRED (\$100.00) DOLLARS.

(ii) **BREACH BY CLUB:** If CLUB breaches the lease/contract, DISC JOCKEY may assess upon CLUB liquidated damages in the amount of ONE HUNDRED (\$100.00) DOLLARS.

C. **ARBITRATION.** ALL DISPUTES ARISING FROM THIS LEASE SHALL BE EXCLUSIVELY DECIDED BY BINDING ARBITRATION IN ACCORDANCE WITH RULES OF THE AMERICAN ARBITRATION ASSOCIATION AND AS MAY BE MODIFIED BY ANY STATE ARBITRATION ACT. ALL FEES SHALL BE PAID BY NON-PREVAILING PARTY.

D. **Severability.** If any part of this lease/contract is unenforceable, it shall be interpreted as if that provision was not part of the lease/contract.

E. **DISC JOCKEY AGREES THAT ALL CLAIMS BETWEEN HE/SHE AND CLUB WILL BE LITIGATED INDIVIDUALLY AND THAT THEY WILL NOT CONSOLIDATE OR SEEK CLASS TREATMENT FOR ANY CLAIM. DISC JOCKEY FURTHER AGREES NOT TO COMMENCE ANY ACTION, SUIT OR ARBITRATION PROCEEDING RELATING IN ANY MANNER WHATSOEVER TO THIS LEASE OR TO HIS/HER PERFORMING AT THE PREMISES OF CLUB**

MORE THAN SIX MONTHS AFTER HE/SHE LAST PERFORMED AT THE PREMISES AND FURTHER AGREES TO WAIVE ANY STATUTE OF LIMITATIONS TO THE CONTRARY.

This paragraph 6E survives termination of this lease.

7. RELATIONSHIP OF THE PARTIES

A. Lessor/Lessee. The parties agree that their relationship is that of lessor and lessee.

B. No Employee Relationship. The parties agree that DISC JOCKEY is not an "employee" of CLUB. DISC JOCKEY agrees CLUB will not pay him/her wages, overtime, expenses, benefits, or any other employee-related benefits, in exchange for permitting DISC JOCKEY to retain all gratuities paid to him/her by entertainers and customers while on CLUB's premises.

DISC JOCKEY further understands that he/she is entitled to retain all gratuities paid to him/her by entertainers and patrons

on CLUB's premises ONLY during such periods as DISC JOCKEY is considered a non-employee.

8. CHANGE IN STATUS If DISC JOCKEY claims, or any court or governmental agency determines, that the relationship between CLUB and DISC JOCKEY is that of employer-employee, the parties agree:

(i) DISC JOCKEY shall immediately convert to "employee status", and accept all the duties, responsibilities of same;

(ii) CLUB shall obtain proofs of comparable wage rates in this or a comparable industry;

(iii) CLUB shall provide DISC JOCKEY an offer of employment at an industry standard rate;

(iv) DISC JOCKEY must accept or reject within 3 days of CLUB's offer of employment.

I HEREBY ACKNOWLEDGE THAT I HAD AN
OPPORTUNITY TO CONSULT COUNSEL CONCERNING
THIS LEASE AGREEMENT.

AGREED: "DISC JOCKEY"

AGREED: "CLUB"


Signature of Disc Jockey


President

Date: 1/2/10

Date: 1/1/2010

2011

NON-EXCLUSIVE LEASE OF DEE JAY EQUIPMENT & ENTERTAINMENT FACILITIES

LESSOR: "CLUB"

smoke machines, microphone, music and computer equipment if needed.

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LESSEE: "DISC JOCKEY"

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MIDDLETOWN, NY 10940

SOCIAL SECURITY / FEDERAL ID NUMBER

110-70-2532

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THIS LEASE IS DATED: JAN 1, 2011 - DEC 31, 2011

CLUB operates a business where adult entertainment is permissible. DISC JOCKEY is a self-employed professional who desires to lease space in a facility where adult entertainment is permissible. THEREFORE, CLUB and DISC JOCKEY agree:

1. **NON-EXCLUSIVE LEASE** DISC JOCKEY agrees to lease the right to use CLUB's Dee Jay booth, lighting,

2. **TERM OF AGREEMENT** This agreement is for one (1) year, consisting of as many performance dates as DISC JOCKEY is scheduled.

3. **OBLIGATIONS OF DISC JOCKEY**

A. **Rental Fees.** DISC JOCKEY shall pay CLUB THIRTY/EIGHTY (\$30.00-\$80.00) DOLLARS PER PERFORMANCE DATE in which they are scheduled. DISC JOCKEY agrees to pay rental fees at the end of each performance date.

B. **Scheduling.** All scheduling shall be arranged through the CLUB. Each performance date consists of one consecutive eight (8) hour set. ONCE SCHEDULED, neither party has the right to cancel or change a performance date without 48 hours notice to permit the CLUB sufficient time to supply a qualified substitute in DISC JOCKEY's position.

C. **Performances.** DISC JOCKEY is responsible for playing music and all introductions and announcements during each scheduled performance date. DISC JOCKEY agrees to promote the CLUB and each entertainer during her stage appearances.

D. **Music.** DISC JOCKEY may supply their own music or use the selection retained on CLUB equipment. Each song is required to be no more than four (4) minutes in length.

E. **Use of Premises.** DISC JOCKEY shall use CLUB's facilities and equipment in a professional and safe manner.

F. **Illegal Substances & Alcohol.** DISC JOCKEY shall not have in possession, or use illegal substances or alcohol while on CLUB property, and shall not be intoxicated or under the influence of illegal drugs while on CLUB property.

G. **Licenses/Permits.** DISC JOCKEY shall maintain all personal licenses and/or permits required by any governmental

agencies.

H. **Laws.** DISC JOCKEY shall comply with all applicable laws.

I. **Property Damage.** DISC JOCKEY shall be responsible for the actual cost of any damage caused by DISC JOCKEY to any of CLUB'S property upon CLUB'S presentation of proof of loss.

J. **Taxes.** DISC JOCKEY agrees to be exclusively responsible for his/her federal, state and local taxes.

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C. **Copyright fees.** CLUB shall pay all copyright fees due relative to the music used on the premises.

D. **Permits & Licensing.** CLUB shall pay for acquiring and maintaining CLUB property and all CLUB business permits, licensing, and zoning which are prerequisites to permitting adult oriented entertainment to take place on its premises.

E. **Advertising.** CLUB agrees to pay for all advertising in a commercially reasonable manner beneficial to both DISC JOCKEY and CLUB.

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D. **Severability.** If any part of this lease/contract is unenforceable, it shall be interpreted as if that provision was not part of the lease/contract.

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AGREED: "DISC JOCKEY"



Signature of Disc Jockey

Date: 1/4/11

AGREED: "CLUB"

By: 

President

Date: 1/1/2011

2012

NON-EXCLUSIVE LEASE OF
DEE JAY EQUIPMENT & ENTERTAINMENT FACILITIES

LESSOR: "CLUB"

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THIS LEASE IS DATED: JAN 1, 2012 - DEC 31, 2012

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AGREED: "DISC JOCKEY"



Signature of Disc Jockey

Date: 1/3/12

AGREED "CLUB"

By 

President

Date: 1/1/2012